



Atty Dkt No. 4000-0001.01
PATENT

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Mail Stop, Commissioner for Patents, PO Box 1450, Alexandria, VA 22313-1450 on _____.

3/26/04
Date

[Signature]
Signature

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Application of:

Sung-Yun Kwon

Confirmation No.: Not Assigned

Serial No.: 10/767,359

Group Art Unit: Not Assigned

Filing Date: January 28, 2004

Examiner: Not Assigned

Title: SOLID SOLUTION PERFORATOR FOR DRUG DELIVERY AND
OTHER APPLICATIONS

**REVOCATION OF POWER OF ATTORNEY AND
NEW POWER OF ATTORNEY**

Commissioner for Patents
PO Box 1450
Alexandria, VA 22313-1450

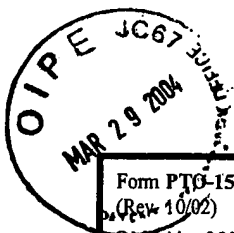
Sir:

I, Sung-Yun Kwon, of TheraJect, Inc., the assignee, by virtue of an assignment (from the parent case) attached hereby revoke all powers of attorney heretofore existing in the above-identified application and hereby appoint Roberta L. Robins, Reg. No. 33,208 and Dahna S. Pasternak, Reg. No. 41,411 as our attorneys and agents to prosecute said application, and to transact all business in the Patent and Trademark Office connected therewith.

Please address all further communications to Roberta L. Robins at Customer No. 20855.

Date: 3/25/04

[Signature]
Sung-Yun Kwon



Form PTO-1595
(Rev. 10/02)

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇨ ⇨ ⇨

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sung-Yun Kwon

2. Name and address of receiving party(ies)

Name: TheraJect, Inc.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Street Address: 39270 Paseo Padre #112

City: Fremont State: CA Zip: 94538-1616

Execution Date: 11/14/2003

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: 1/28/04

A. Patent Application No.(s) _____

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Carr & Ferrell LLP

Internal Address: _____

Street Address: 2200 Geng Road

City: Palo Alto State: CA Zip: 94303

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

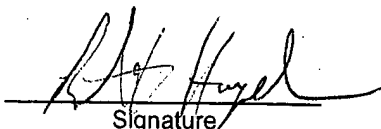
06-0600

DO NOT USE THIS SPACE

9. Signature.

Robert D. Hayden, Reg. No. 42,645

Name of Person Signing


Signature

January 28, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Agreement") is effective as of August 15, 2002 (the "Effective Date"), by and between Sung-Yun Kwon ("Assignor") and TheraJect, Inc., a California corporation ("Assignee").

BACKGROUND

Assignor is the sole and exclusive owner of each of the patents, provisional patents, or patent applications listed in Exhibit A attached hereto and incorporated herein by reference, all of which patents, provisional patents, and patent applications were issued by or filed with the United States Patent and Trademark Office under the patent, provisional patent, or application numbers listed in Exhibit A (all of such patents, provisional patents, and patent applications are herein referred to as the "Patents"); and

Assignor desires to assign Assignor's entire right, title and interest in and to each of the Patents to Assignee; and in consideration for such assignment, Assignee granted to Assignor that number of shares of Common Stock as set forth in the Common Stock Purchase Agreement between Assignee and Assignor dated as of even date herewith.

AGREEMENT

The parties agree as follows:

1. **Assignment.** Assignor hereby sells, assigns, transfers and sets over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the following (collectively, the "Patent Rights"):

(a) all applications for patents, provisional applications, and all patents in the United States of America and all foreign countries granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said patents, and all rights under the International Convention for the Protection of Industrial Property, which relate in any way to the Patents.

(b) all things authored, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice by Assignor or any of its employees or agents that are embodied in, derived from or conceived directly from the Patents, in any stage of development, including, without limitation, modifications, enhancements, designs, concepts, techniques, methods, ideas, flow charts, coding sheets, notes and all other information relating to the Patents;

(c) all other intellectual or intangible property contained in or conceived directly from the Patents, whether pending, applied for or issued, whether filed in the United States or in other countries and all rights with respect to any of the foregoing, together with all associated goodwill; and

(d) those Patents referred to in Exhibit A;

together with all claims for damages by reason of past, present, or future infringement thereof, with the right to sue for, and collect the same for Assignee's own use and enjoyment, the same to be held and enjoyed by Assignee for its own use, and the use of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

2. **Further Assurances; Instruction to Patent Commissioner.**

(a) Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will, at the cost and expense of Assignee, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the recordation of this assignment of the Patents to Assignee, including but not limited to having their spouses, if any, complete and execute Exhibit B attached hereto.

(b) Assignor hereby requests the Commissioner of Patents to issue, to Assignee, any and all Letters Patent of the United States arising from such Patents for the use and behalf of Assignee, its successors, legal representatives, and assigns.

3. **Consideration.**

In consideration for the assignment to Assignee under this Agreement, and subject to the approval of the Assignee's Board of Directors, Assignee shall grant to Assignor 5,000 shares of Assignee's Common Stock as set forth in the Common Stock Purchase Agreement entered into between Assignee and Assignor as of even date herewith at the purchase price per share set forth therein.

4. **Warranties and Disclaimer.**

(a) Assignor warrants that, as of the Effective Date, (i) he is the sole and lawful owners of the Patent Rights, (ii) he has not previously assigned or granted any rights in the Patent Rights, and (iii) other than the Patent Rights, Assignor does not own or control any patents or patent applications the claims of which would dominate any practice of the Patent Rights.

(b) **DISCLAIMER.** EXCEPT AS PROVIDED IN SECTION 4(a), THE PATENT RIGHTS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AND ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY THAT THE PRACTICE OF THE PATENT RIGHTS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING HEREUNDER OR IN CONNECTION HERewith. IN NO EVENT SHALL ASSIGNOR'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT AND/OR IN CONNECTION WITH ITS SUBJECT MATTER EXCEED THE CONSIDERATION PAID HEREUNDER TO ASSIGNOR BY ASSIGNEE, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE. NOTWITHSTANDING

THE FOREGOING, THE LIMITATIONS IN THIS SECTION 5 WILL NOT APPLY TO ASSIGNOR'S LIABILITY IN CONNECTION WITH A BREACH OF ASSIGNOR'S EXPRESS WARRANTY IN SECTION 4(a).

6. **General.**

(a) This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

(b) No amendment or modification of this Agreement is binding on the parties unless made in a writing executed by duly authorized representatives of the parties.

(c) This Agreement will be interpreted and construed, and all disputes hereunder shall be resolved, in accordance with applicable U.S. federal law and the laws of the State of California, excluding any choice of law rules that would direct the application of the laws of another jurisdiction. The parties consent to the exclusive jurisdiction and venue of the California state courts located in Santa Clara County, California, and the U.S. federal courts serving the Northern District of California, in connection with any dispute arising hereunder or in connection with the subject matter hereof. Each party waives any right that it may have to claim that any such court lacks jurisdiction or that such forum is not convenient.

(d) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.


(e) In the event any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Agreement will be construed as if such invalid or illegal or unenforceable provision(s) had never been part of this Agreement.

(f) This Agreement, with the attached Exhibits, embodies the entire understanding of the parties with respect to the subject matter hereof, and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to this subject matter.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

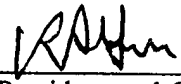
"ASSIGNOR"

Sung-Yun Kwon

_____ 

"ASSIGNEE"

TheraJect, Inc.

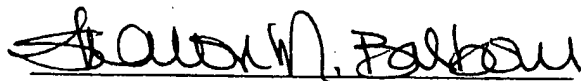
By: _____ 
Sung-Yun Kwon, President and CEO

State of California

County of Santa Clara

On NOV. 14, 2003, before me, Sharon M. Barbour, Notary Public, personally appeared Sung-Yun Kwon who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____ 

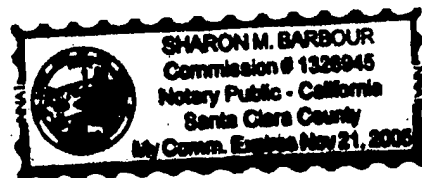


EXHIBIT A

Patents

U.S. Patent Application No. 10/179,749 filed on June 25, 2002, entitled, "Solid Solution Perforator for Drug Delivery and Other Applications."

EXHIBIT B

Consent of Assignor's Spouse

I certify that:

1. I am Sung-Yun Kwon's spouse.
2. I have read this Agreement and know its contents. I understand that, pursuant to its provisions, my spouse is disposing of certain property rights, including any community property interest that I may have in them.
3. I hereby consent to the terms of this Agreement and to its application to any community property interest that I may have in the property rights assigned in this Agreement.

By: Susan Kwon
Name: [Signature]
Executed this day of August 2002.